

To: The Honorable Mayor and City Council

From: Ruby C. Johnson, Purchasing Department

Date: June 25, 2013

RE: **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND VACVISION ENVIRONMENTAL LLC, TO PIGGYBACK A CONTRACT WITH THE CITY OF PINELLAS PARK, FLORIDA, FOR MANHOLE REHABILITATION SERVICES, IN ACCORDANCE WITH THE MANHOLE REHABILITATION PROGRAM CONTRACT NO. 11/011, AT A COST NOT TO EXCEED THREE HUNDRED THOUSAND DOLLARS (\$300,000.00), FOR A TERM OF ONE (1) YEAR WITH TWO (2) ONE-YEAR OPTIONS TO RENEW; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

RECOMMENDATION

Staff is recommending that the Mayor and Council authorize the City Manager to award and execute an agreement for Manhole Rehabilitation with VacVision Environmental, LLC (30-12-13 PB); not to exceed the amount of \$300,000.

BACKGROUND

The City will be piggybacking Pinellas Park County contract for the Manhole Rehabilitation. This contract will be for one year with two additional option years. The rehabilitation will include repairs to the sewer system based on the Cone of Influence Sanitary Sewer Evaluation Study and to alleviate infiltration/inflow and to protect the water supply.

This project is being funded from the Water & Sewer Fund.

Attachments

Resolution
Professional Service Agreement
Pinellas County IFB 11/011
Vendor Proposal

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND VACVISION ENVIRONMENTAL, LLC, TO PIGGYBACK A CONTRACT WITH THE CITY OF PINELLAS PARK, FLORIDA, FOR MANHOLE REHABILITATION SERVICES, IN ACCORDANCE WITH THE MANHOLE REHABILITATION PROGRAM CONTRACT NO. 11/011, AT A COST NOT TO EXCEED THREE HUNDRED THOUSAND DOLLARS (\$300,000.00), FOR A TERM OF ONE (1) YEAR WITH TWO (2) ONE-YEAR OPTIONS TO RENEW; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of Pinellas Park, Florida ("Pinellas Park"), issued the *Manhole Rehabilitation Program Contract No. 11/011* ("IFB"), seeking a qualified bidder to furnish all labor, materials, and equipment necessary to rehabilitate the interior surface areas of existing sewer manhole structures and lift stations, including mobilization, bypass pumping, removal of existing deteriorated coating, preparation of manhole structures to be lined, furnishing and applying cement coating materials to the interior surface areas of the manholes and lift stations, testing, clean-up and demobilization, in accordance with the technical specifications, terms and conditions contained in the IFB ("Services"); and

WHEREAS, in response to the IFB, VacVision Environmental LLC ("Contractor") was competitively selected by Pinellas Park and awarded a contract effective October 1, 2012 ("Contract Renewal #2"); and

WHEREAS, the term of Contract Renewal #2 is one (1) year, with a maximum of two (2) additional one-year renewal options; and

WHEREAS, on October 23, 2007, the Mayor and City Council of the City of North Miami ("City"), adopted Ordinance No. 1244, authorizing the City Manager to approve the purchase of supplies, goods and/or services from current contracts of other municipalities and governmental entities ("piggyback"), such as Pinellas Park; and

WHEREAS, the City administration has identified the requirement of Services for approximately Two Hundred Ninety-One (291) manholes, as an essential element in the provision of water and sewer services to City customers; and

WHEREAS, Contractor is willing to provide Services to the City at the same favorable terms, conditions and rates extended to Pinellas Park; and

WHEREAS, the City Manager respectfully requests that the Mayor and City Council approve an agreement, in substantially the attached form, piggybacking the Pinellas Park contract in order to continue to provide requisite Services, using the most cost effective means available to the City.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Authority of City Manager.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager to execute an agreement, in substantially the attached form, between the City of North Miami and VacVision Environmental, LLC, to piggyback a contract with the City of Pinellas Park, Florida, for manhole rehabilitation services, in accordance with the Manhole Rehabilitation Program Contract No. 11/011, at a cost not to exceed Three Hundred Thousand Dollars (\$300,000.00), for a term of one (1) year with two (2) one-year options to renew.

Section 2. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this _____ day of June, 2013.

LUCIE M. TONDREAU
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Mayor Lucie M. Tondreau
Vice Mayor Marie Erlande Steril
Councilperson Scott Galvin
Councilperson Carol F. Keys, Esq.
Councilperson Philippe Bien-Aime

_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)

CITY OF NORTH MIAMI
PROFESSIONAL SERVICES AGREEMENT
(City of Pinellas Park Contract No. 11/011 – Piggyback Agreement)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2013 by and between the **City of North Miami**, a Florida municipal corporation, having its principal office at 776 NE 125th Street, North Miami, FL 33161 (“City”) and **VacVision Environmental, LLC**, a limited liability company registered and authorized to do business in the State of Florida, having its principal office at 10200 U.S. Highway 92 E., Tampa, FL 33610 (“Contractor”). The City and Contractor shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

RECITALS

WHEREAS, the City of Pinellas Park, Florida (“Pinellas Park”), issued the *Manhole Rehabilitation Program Contract No. 11/011* (“IFB”), seeking a qualified bidder to furnish all labor, materials, and equipment necessary to rehabilitate the interior surface areas of existing sewer manhole structures and lift stations, including mobilization, bypass pumping, removal of existing deteriorated coating, preparation of manhole structures to be lined, furnishing and applying cement coating materials to the interior surface areas of the manholes and lift stations, testing, clean-up and demobilization, in accordance with the technical specifications, terms and conditions contained in the IFB (“Services”); and

WHEREAS, the Contractor submitted its bid in response to the IFB and was competitively selected as having established the rates, qualifications, and references most advantageous to Pinellas Park; and

WHEREAS, on October 1, 2012, Pinellas Park entered into an agreement with Contractor for the provision of Services with a term of one (1) year, and a maximum of two (2) additional one-year renewal options (“Contract Renewal #2”); and

WHEREAS, the City administration has identified the requirement of Services for approximately Two Hundred Ninety One (291) manholes, as an essential element in the provision of water and sewer services to City customers; and

WHEREAS, on October 23, 2007, the Mayor and City Council of the City of North Miami, adopted Ordinance 1244, which authorizes the City Manager to approve the purchase of supplies, goods and/or services from current contracts of other governmental entities (“piggyback”), such as Pinellas Park; and

WHEREAS, Contractor is willing to provide Services to the City at the same favorable terms, conditions and rates extended to Pinellas Park; and

WHEREAS, the City Manager respectfully requests that the Mayor and City Council approve an agreement piggybacking the Pinellas Park contract to provide the requisite Services, using the most cost effective means available to the City; and

WHEREAS, on _____, 2013, the Mayor and City Council passed and adopted Resolution No. _____ - _____, authorizing the City Manager to execute this Agreement for the provision of Services in accordance with the terms and conditions of the Contract Documents.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents, collectively referred to as the "Contract Documents", are incorporated into and made part of this Agreement:

2.1.1 Pinellas Park *Manhole Rehabilitation Program Contract No. 11/011*, attached hereto by reference;

2.1.2 Contractor's Bid Proposal Form delivered to Pinellas Park in response to the IFB, attached hereto as "Exhibit A";

2.1.3 Contract Renewal #2 executed between Pinellas Park and Contractor dated October 1, 2012, attached hereto by reference;

2.1.4 Contractor's proposal to the City of North Miami, dated May 20, 2013, attached hereto as "Exhibit B";

2.1.5 Any additional documents which are required to be submitted in the provision of Services.

ARTICLE 3 - TERM OF AGREEMENT

3.1 Subject to authorized adjustments, the Initial Term of this Agreement shall be one (1) year from the date of the Notice to proceed ("Initial Term").

3.2 Following the Initial Term, the City shall have two (2) one-year options to renew this Agreement in writing.

3.3 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform Services or any portion thereof, the City may request that the Contractor, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

ARTICLE 4 - COMPENSATION

4.1 The City agrees to pay Contractor an amount not to exceed Three Hundred Thousand Dollars (\$300,000.00), for the provision of Services throughout the Initial Term.

ARTICLE 5 - SCOPE OF SERVICES

5.1 Contractor shall provide all labor, supervision, materials, equipment, tools, services and expertise necessary for the completion of Services for approximately Two Hundred Ninety One (291) manholes located inside the cone of influence, in accordance to the special terms and conditions specified in the Contract Documents.

5.2 Contractor shall perform the Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.3 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) the person executing this Agreement on behalf of Contractor is duly authorized to execute same and fully bind Contractor as a party to this Agreement.

ARTICLE 6 - INDEPENDENT CONTRACTOR

6.1 Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering services to the City under this Agreement.

6.2 Contractor agrees and understands that: (i) any and all Subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of Subcontractors for any of the work related to this Agreement shall be borne solely by Contractor.

ARTICLE 7 - CONFLICTS OF INTEREST

7.1 The Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

7.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly with Contractor. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 8 - DEFAULT

8.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within ten (10) business days after receiving Notice of Default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

ARTICLE 9 - NOTICES

9.1 All notices, demands, correspondence and communications between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when delivered by personal service, faxed, or dispatched by mail or certified mail, addressed as follows:

To Contractor: VacVision Environmental LLC
Attn: Wesley A. Kingery, Managing Member
10200 U.S. Highway 92 E.
Tampa, FL 33610
Phone: (813) 626-0700
Fax: _____

To City: City of North Miami
Attn: City Manager
776 N.E. 125th Street
North Miami, Florida 33161

With a copy to: City Attorney
City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161

9.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

9.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

ARTICLE 10 - PUBLIC RECORDS

10.1 Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119,

Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

ARTICLE 11 - INDEMNIFICATION

11.1 Contractor shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the Contractor, its officers, directors, agents, partners, subcontractors, employees and managers in the performance of the Services under this Agreement.

11.2 Contractor shall be fully responsible to City for all acts and omissions of the Contractor, its employees, subcontractors, suppliers, or other persons directly or indirectly employed by its subcontractors or suppliers, and any other persons or organizations performing or furnishing supplies under a direct or indirect agreement with Contractor. Nothing in the Contract Documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to cause the payment of any money due any subcontractor, supplier, employee or agent except as may otherwise be required by law.

11.3 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 12 - INSURANCE

12.1 Prior to commencing Services, the Contractor shall submit certificates of insurance evidencing the required coverage under the Contract Documents and specifically providing that the City is an additional named insured with respect to the required coverage and the operations of the Contractor under this Agreement. Contractor shall not commence Services under this Agreement until after Contractor has obtained all of the minimum insurance described and the policies of such insurance detailing the provisions of coverage have been received and approved by the City.

ARTICLE 13 - WARRANTY

13.1 Contractor covenants to warranty all Services for a period of ten (10) years after completion of all Services. Furthermore, the Services performed by Contractor shall be to the satisfaction of the City.

ARTICLE 14 - FORCE MAJEURE

14.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event. The Party seeking delay in performance shall give notice to the other Party specifying the

anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

15.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

15.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

15.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

15.4 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

15.5 The City is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

15.6 This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments hereto shall be binding on either Party unless in writing and signed by both Parties.

15.7 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

15.8 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

15.9 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

15.10 The professional Services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

15.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

15.12 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

15.13 All other terms and conditions set forth in the Contract Documents which have not been modified by this Agreement, shall remain in full force and effect.

15.14 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

VacVision Environmental LLC, a Florida limited liability company:

Corporate Secretary or Witness:

"Contractor"

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

City of North Miami, a Florida municipal corporation: **"City"**

By: _____

Michael A. Etienne
City Clerk

By: _____

Stephen E. Johnson
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____

Regine M. Monestime
City Attorney

CONSTRUCTION CONTRACT
CITY OF PINELLAS PARK
PINELLAS COUNTY, FLORIDA

MANHOLE REHABILITATION PROGRAM

RENEWAL #2
CONTRACT NO. 11/011

This Agreement dated this 1ST day of OCTOBER 2012,
by and between the CITY OF PINELLAS PARK, FLORIDA, a municipal
corporation, hereinafter called the Owner, and VacVision Environmental LLC
(a corporation organized and existing under the laws of the State of Florida)
and hereinafter called the contractor.

WITNESSETH, The Owner and the Contractor, for the consideration stated herein,
agree as follows:

ARTICLE I: **Scope of Work**

The Contractor shall perform all required work and shall provide and furnish all
labor, materials, necessary tools, expendable equipment, and all utility and
transportation service required to complete the construction all in strict compliance
with the plans and specifications, including any and all Addenda, and together with all
contract Documents hereinafter enumerated and made a part thereof.

It is understood and agreed that said labor, materials, tools, equipment, and
service shall be furnished and said work performed and completed subject to the
satisfaction of the City and subject to the final approval of the City and its authorized
representative.

ARTICLE II: **Contract Price**

The Owner shall pay the Contractor as just compensation for the performance of
this Agreement, subject to any addition or deductions as provided in the Contract
Documents, the following price:

The total Contract amount is **ONE HUNDRED FORTY SIX THOUSAND, EIGHT**
HUNDRED TWENTY SIX DOLLARS (\$146,826.00), payable in accordance with the
applicable provisions of the Contract Documents.

ARTICLE III: Conditions

1. All of the decisions of the City Engineer and /or designee as to the true construction and meaning of the drawings and specifications shall be final. Contractor shall conform to and abide by any additional specifications, drawings, or explanations furnished by the Engineer/Designee to illustrate the work to be done.
2. Should the Contractor be delayed in his work by the Owner, then Owner shall owe the Contractor therefore only an extension time for completion equal to the delay caused and then only if a written claim for delay is made to the Owner within forty-eight hours from the time of the beginning of the delay.
3. Contractor shall at all times supply adequate tools, appliances, and equipment, a sufficient number of properly skilled workmen, and a sufficient amount of materials and supplies of proper quality to efficiently and promptly prosecute said work and shall promptly pay for all material purchased and shall pay all workmen each week and, if required by Owner, shall obtain and furnish Owner weekly with signed receipts from all workmen showing the date of payment, amount paid, number of hours paid for the days on which said work was performed, the classification of the labor so paid, and the rate of wage per hour paid and shall supply Owner weekly with two copies of the payroll verified by an affidavit.
4. Contractor shall, as often as requested by the Owner, furnish a sworn statement showing all parties who furnish labor or materials to the Contractor, with their names and addresses and the amount due or to become due each. Like statement may be required from any subcontractor of the Contractor.

ARTICLE IV: Inspection by Contractor

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with and will adhere to them; the contractor agrees that he is responsible for having heretofore examined the site, the location and route of all proposed work and for having satisfied himself as to the character of the route, the location, surface and underground obstructions and nature thereof, the nature of the ground water table conditions and other physical characteristics of the work and work area in order that he may include in the price which he has bid and the price of this Contract all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the contract price herein agreed upon, and that this contract price is based upon these inspections and examination.

The Contractor further agrees upon the same considerations and inspections hereinabove enumerated, to commence work within ten (10) calendar Days after date of Notice to Proceed, and shall complete the work within the time limit as follows:

180 Calendar Days

The parties further agree that this **Contract is for a one(1) year contract period, with a maximum of two (2) additional one-year renewal options**, upon such terms and conditions as may be mutually acceptable to both parties. The City will have the option to cancel this contract at any time, by providing a sixty (60) day written notice to the contractor.

ARTICLE V: Component Parts of Contract

This Contract consists of the following Contract Documents, all of which are hereby made a part hereof and are incorporated herein by reference and all of which are familiar to the Contractor:

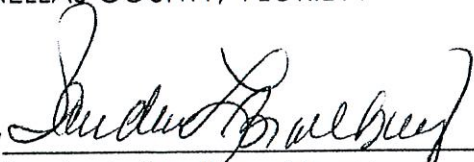
Addenda (if any), Advertisement for Bids, Notice of Bid, Information for Bidders, General Conditions, Hold Harmless Agreement, Bid Proposal Form(s), Construction Contract, Sworn Statement of Public Entity Crimes, Public Construction Bond, Special Provisions, Technical Specifications.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written, in **five (5) counterparts**, each of which shall for all purposes be deemed an original.

CITY OF PINELLAS PARK
PINELLAS COUNTY, FLORIDA

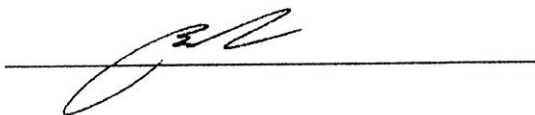
ATTEST:


Diane M. Corna, MMC

By 
Sandra L. Bradbury, Mayor


(SEAL)

ATTEST:



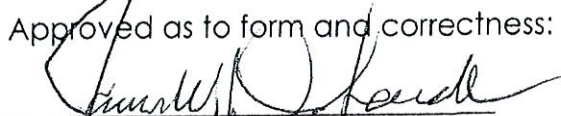
VacVision Environmental LLC
Contractor (Company Name)

Managing Member
Attestor Title (Print)

By 
Signature of Authorized Officer

(SEAL)

Approved as to form and correctness:


City Attorney, James W. Denhardt
City of Pinellas Park

Wesley A. Kingery
(TYPE OR PRINT SIGNATURE)

CITY COUNCIL APPROVAL DATE: FEBRUARY 22, 2011 ITEM IV-C1

CONSTRUCTION CONTRACT
CITY OF PINELLAS PARK
PINELLAS COUNTY, FLORIDA

MANHOLE REHABILITATION PROGRAM

RENEWAL #2
CONTRACT NO. 11/011

This Agreement dated this 1ST day of OCTOBER 2012,
by and between the CITY OF PINELLAS PARK, FLORIDA, a municipal
corporation, hereinafter called the Owner, and VacVision Environmental LLC
(a corporation organized and existing under the laws of the State of Florida)
and hereinafter called the contractor.

WITNESSETH, The Owner and the Contractor, for the consideration stated herein,
agree as follows:

ARTICLE I: **Scope of Work**

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation service required to complete the construction all in strict compliance with the plans and specifications, including any and all Addenda, and together with all contract Documents hereinafter enumerated and made a part thereof.

It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished and said work performed and completed subject to the satisfaction of the City and subject to the final approval of the City and its authorized representative.

ARTICLE II: **Contract Price**

The Owner shall pay the Contractor as just compensation for the performance of this Agreement, subject to any addition or deductions as provided in the Contract Documents, the following price:

The total Contract amount is **ONE HUNDRED FORTY SIX THOUSAND, EIGHT**
HUNDRED TWENTY SIX DOLLARS (\$146,826.00), payable in accordance with the
applicable provisions of the Contract Documents.

ARTICLE III: Conditions

1. All of the decisions of the City Engineer and /or designee as to the true construction and meaning of the drawings and specifications shall be final. Contractor shall conform to and abide by any additional specifications, drawings, or explanations furnished by the Engineer/Designee to illustrate the work to be done.
2. Should the Contractor be delayed in his work by the Owner, then Owner shall owe the Contractor therefore only an extension time for completion equal to the delay caused and then only if a written claim for delay is made to the Owner within forty-eight hours from the time of the beginning of the delay.
3. Contractor shall at all times supply adequate tools, appliances, and equipment, a sufficient number of properly skilled workmen, and a sufficient amount of materials and supplies of proper quality to efficiently and promptly prosecute said work and shall promptly pay for all material purchased and shall pay all workmen each week and, if required by Owner, shall obtain and furnish Owner weekly with signed receipts from all workmen showing the date of payment, amount paid, number of hours paid for the days on which said work was performed, the classification of the labor so paid, and the rate of wage per hour paid and shall supply Owner weekly with two copies of the payroll verified by an affidavit.
4. Contractor shall, as often as requested by the Owner, furnish a sworn statement showing all parties who furnish labor or materials to the Contractor, with their names and addresses and the amount due or to become due each. Like statement may be required from any subcontractor of the Contractor.

ARTICLE IV: Inspection by Contractor

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with and will adhere to them; the contractor agrees that he is responsible for having heretofore examined the site, the location and route of all proposed work and for having satisfied himself as to the character of the route, the location, surface and underground obstructions and nature thereof, the nature of the ground water table conditions and other physical characteristics of the work and work area in order that he may include in the price which he has bid and the price of this Contract all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the contract price herein agreed upon, and that this contract price is based upon these inspections and examination.

The Contractor further agrees upon the same considerations and inspections hereinabove enumerated, to commence work within ten (10) calendar Days after date of Notice to Proceed, and shall complete the work within the time limit as follows:

180 Calendar Days

The parties further agree that this **Contract is for a one(1) year contract period, with a maximum of two (2) additional one-year renewal options**, upon such terms and conditions as may be mutually acceptable to both parties. The City will have the option to cancel this contract at any time, by providing a sixty (60) day written notice to the contractor.

ARTICLE V: Component Parts of Contract

This Contract consists of the following Contract Documents, all of which are hereby made a part hereof and are incorporated herein by reference and all of which are familiar to the Contractor:

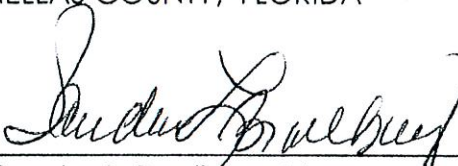
Addenda (if any), Advertisement for Bids, Notice of Bid, Information for Bidders, General Conditions, Hold Harmless Agreement, Bid Proposal Form(s), Construction Contract, Sworn Statement of Public Entity Crimes, Public Construction Bond, Special Provisions, Technical Specifications.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written, in **five (5) counterparts**, each of which shall for all purposes be deemed an original.

CITY OF PINELLAS PARK
PINELLAS COUNTY, FLORIDA


ATTEST:


Diane M. Corna, MMC

By 
Sandra L. Bradbury, Mayor

(SEAL)

ATTEST:



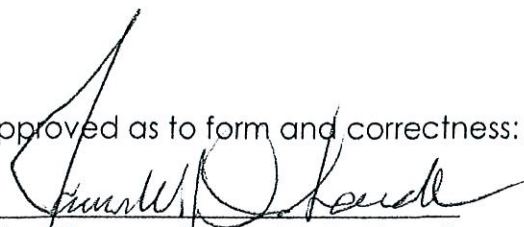
VacVision Environmental LLC
Contractor (Company Name)

Managing Member
Attestor Title (Print)

By 
Signature of Authorized Officer

(SEAL)

Approved as to form and correctness:


City Attorney, James W. Denhardt
City of Pinellas Park

Wesley A. Kingery
(TYPE OR PRINT SIGNATURE)

CITY COUNCIL APPROVAL DATE: FEBRUARY 22, 2011 ITEM IV-C1

TOTAL BID PROPOSAL FORM

MAIL TO: Purchasing Director
City of Pinellas Park
P.O. Box 3138
Pinellas Park, FL 33780-3138

DELIVER TO: Purchasing Director
City of Pinellas Park
8000 60th Street North
Pinellas Park, FL 33781

RE: Bid #11/011

Delivered F.O.B., City of Pinellas Park, Pinellas Park, Florida.

My company as identified below, submits the following proposal:

TOTAL BID PROPOSAL AMOUNT:

146,826.00
\$ ~~142,826.00~~ 24

Exceptions and/or deviations: None

I have received, read and understand all specifications and requirements.

Firm Name: VACVISION ENVIRONMENTAL LLC

Address: 30116 N. US Hwy 301 Suite 400

Tampa, FL (Zip Code) 33619

Telephone: (Area Code) 813-626-0700

Authorized Signature: [Signature]

Wesley A. Ungery
(Type or Print Name of Signature)

Title: Managing Member

Date: 11/2/10

PLEASE COMPLETE THE FOLLOWING SUMMARY FORM(S)

BID 11/011
MANHOLE REHABILITATION PROGRAM
SUMMARY FORM(S)

MOBILIZATION

BID ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	1	Lump Sum	Mobilization – Applied to individual work orders with <750 s.f. in coating work	\$ 1.00 500.00 22	\$ 1.00 500.00 22

**SURFACE PREPARATION
(MANHOLE & LIFT STATION)**

BID ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
2	12,500	Sq. Ft.	High pressure water blasting (minimum 3000 psi) of existing substrate.	\$ 5.30	\$ 66,250.00

**CEMENTITIOUS MANHOLE LINER FURNISH & INSTALL
(PER CONDITION ASSESSMENT)**

BID ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
3	12,500	Sq. Ft.	Condition I – minimum 1.0 - inch cementitious application.	\$ 4.50	\$ 56,250.00
4	2,000	Sq. Ft.	Condition II – minimum 1.5 - inch cementitious application.	\$ 7.00 5.00 22	\$ 14,000.00 10,000.00 22
5	1,000	Sq. Ft.	Supplemental 0.5 inch thick layer(s) of cementitious build-back added to Conditions I & II	\$ 4.50	\$ 4,500.00

BYPASS PUMPING OF SANITARY SEWERS

BID ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
6	1	Per Day	Manhole Bypass Pumping 6" Quiet Flow (500 GPM)	\$ 500.00	\$ 500.00
7	1	Per Day	Manhole Bypass Pumping 8" Quiet Flow (1500 GPM)	\$ 500.00	\$ 500.00
8	1	Per Day	Manhole Bypass Pumping 10" Quiet Flow (2500 GPM)	\$ 500.00	\$ 500.00
9	1	Per Day	Lift Station Bypass Pumping (3000 GPM)	\$ 900.00 900.00 22	\$ 900.00 900.00 22

CONTINUED

BID 11/011
 MANHOLE REHABILITATION PROGRAM
 SUMMARY FORM(S)

MANHOLE BENCH & INVERT REPAIR

BID ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
10	1	Each	Rebuild existing manhole bench & invert channel (4' dia. manhole)	\$ 375.00	\$ 375.00
11	1	Each	Rebuild existing manhole bench & invert channel (5' dia. manhole)	\$ 425.00	\$ 425.00
12	1	Each	Rebuild existing manhole bench & invert channel (6' dia. manhole)	\$ 525.00	\$ 525.00

**MANHOLE LEAK REPAIR
(CHEMICAL GROUTING)**

BID ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
13	5	Per Gal.	Chemical grouting of manholes and lift stations.	\$ 45.00	\$ 225.00

MANHOLE FRAME & COVER REMOVE & REPLACE

BID ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
14	1	Each	Manhole frame and cover, remove and replace	\$ 625.00	\$ 625.00

MAINTENANCE OF TRAFFIC

BID ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
15	5	Lump Sum	Maintenance of Traffic	\$ 250.00	\$ 1250.00 +1000.00 2250

END

PLEASE PLACE TOTAL ON THE TOTAL BID PROPOSAL FORM



VacVision Environmental LLC

10200 US Hwy 92 E

Tampa, FL 33610

Phone (813) 626-0700

Fax (813) 626-0777

DATE: 5/20/2013
 CUSTOMER: City of North Miami
 PROJECT: "Cone of Influence" Manhole Rehabilitation

PAY ITEM NUMBER	PAY ITEM DESCRIPTION	PAY ITEM QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
	" City of Pinellas Park Contract - Piggyback Pricing"				
2	High Pressure Water Blasting	18,892.7520	LF	\$ 5.30	\$ 100,131.59
3	Condition I - Minimum 1.0" Cement Application	18,892.7520	LF	\$ 4.50	\$ 85,017.38
4	Condition II - Minimum 1.5" Cement Application	100.48	LF	\$ 7.00	\$ 703.36
10	Rebuild Existing Bench & Invert Channel	116.00	EA	\$ 375.00	\$ 43,500.00
				TOTAL:	\$ 229,352.33

NOTES:

The above proposal is for approximately 291 manholes located inside the "cone of influence". Proposal unit rates are derived from our existing contract with the City of Pinellas Park

Includes 10 Year Warranty

Date: 5/20/2013

Submitted by: Wesley A. Kingery / Managing Member

If you find the above proposal satisfactory, please provide a purchase order number, sign and return the original to us.
 To schedule the above services, please fax the signed proposal to us and contact our office as soon as possible.

Purchase order number _____

Submitted to: Accepted this _____ day of _____, 20____

 Signature of Purchaser

 Printed Name and Title